



Alternative Dispute Resolutions (ADR)

Tenant Guide

This guide explains the my|deposits ADR service to you, the Tenant, and is to be read in conjunction with the my|deposits Conditions of Deposit Disputes.

At the end of the tenancy you might feel that your Landlord/Agent has unfairly withheld all or part of the deposit. If this happens you are entitled to raise a dispute with my|deposits.

This guide explains the my|deposits ADR service including:

- What is ADR?
- Steps to avoid a dispute
- Options to resolve the dispute
- Preparing your evidence

This guide is for your assistance and cannot be relied upon as legal advice. Our website, www.mydepositsjersey.je also provides further assistance.

Alternatively, you may wish to take legal advice.

What is ADR?

ADR is an alternative method of resolving disputes to the traditional option of going to Court. **my|deposits** provides a ADR service and actively encourages its use as a method of Deposit Dispute resolution. You must agree to its use. The process is completely evidence based. The parties will be given an opportunity to present their case and evidence to a qualified Adjudicator. Your Landlord/Agent will set out their claim and provide evidence to justify deductions to the deposit. You will be given the opportunity to rebut this evidence and submit your own. The Adjudicator will analyse the evidence submitted and make a binding decision as to how the deposit should be distributed. There is no obligation on you to use ADR but it is available at no cost and is designed to allow easy and quicker access to resolution of the Deposit Dispute than going to Court.

Avoiding Disputes

my|deposits have found that most disputes are resolved simply by the Agent or Landlord and Tenant talking through the issues. We recommend in the first instance you:

Remind yourself of your obligations under the Tenancy Agreement

Please ensure you are aware of your Landlord's expectations of the cleanliness of the property before the end of the tenancy.

Wherever possible, ensure you attend the 'check-out' process

The purpose of the check-out is to compare the property's condition at the end of the tenancy against the condition at the start of the tenancy agreement. Ensure that your comments are noted, should there be any conflict during this process.

Deductions to the deposit

Your Landlord or Agent should provide you with a breakdown of any deductions they intend to make to the deposit as soon as is reasonably practicable. Also, if possible your Landlord should also provide you with evidence of the amounts they intend to deduct. We recommend that you allow them a reasonable time to provide this information and be open to negotiation with your Landlord if it will prevent a Deposit Dispute.

Resolving the Dispute

If you have not reached an agreement with your Landlord after following these steps, you can contact **my|deposits** to raise a formal dispute. You have two options to resolve the dispute, either using **my|deposits** ADR service or using the Courts.

Timeline

This timeline highlights key dates and processes that apply for the **my|deposits** ADR process.

Step 1 Tenant notifies my|deposits of dispute and submits claim and evidence

If you do not agree with the deductions the Landlord/Agent wishes to make to the deposit you will need to decline the users release request in order to begin the process of raising a Deposit Dispute.

You will be provided with the methods of resolution available (Alternative Dispute Resolution (ADR) or Court).

Step 2 my|deposits notifies you and the Member of dispute

We will send you and the Member a notification of the Deposit Dispute, providing **10 Working Days** for both parties to submit evidence related to the deductions.

The Member will also be provided with the methods of resolution available.

Step 3 5 Working Day comments

Both parties will have a further **5 Working Days** to provide any comments on one another's evidence. Neither party will be able to submit any further evidence at this point.

Step 4 Evidence passed to Adjudicator

All the submitted evidence and the User's final comments are passed to the Adjudicator to make a decision within **20 Working Days**.

Step 5 Decision made

Once the Adjudicator has made a decision, my|deposits will notify both parties of the decision, within **5 Working Days**.

Step 6 Accept Decision/Review Request

Either Party may apply to us within **10 Working Days** for a review, but, may only do so on the grounds that the adjudicator has erred in fact or in law, or both.

Step 7 No Review Request Made/Review Request

No Review Request: If no review request is received from either party within the **10 Working Days**, we will release the monies in accordance with the decision within **5 Working Days**.

Review Request Received: On receipt of a review request we will invite written representation from the other party. The written representation must be returned within **3 Working Days** of being requested.

On receipt of the written representation, the Scheme will decide whether to accept or reject the application for review.

Step 8 Accept/Reject Review Request

Review Request Rejected: Where an application for review is rejected by us, the party may not make a further application.

The Scheme will pay the awarded amounts within **5 Working Days**, once the **10 Working Days** for both parties to make a review request expires or the other party has accepted the decision.

Review Request Accepted: Where an application is accepted by us, we will refer the adjudication decision for a review. The review adjudicator will make a decision within **10 Working Days**.

Step 9 Evidence passed to review Adjudicator

All the original submitted evidence and the User's original final comments are passed to the review Adjudicator to make a final decision within **10 Working Days**.

Step 10 Review Decision made

Once the review adjudicator has made a decision, **my|deposits** will notify both parties of the decision and send any payment in accordance with that decision within **5 Working Days**.

The decision of the review adjudicator is final.

Using the Courts

You do not have to use the **my|deposits** ADR service. You can resolve the dispute through the Courts. You will have to inform **my|deposits** at the point of raising a dispute if you wish to use the Courts.

You must then provide the Scheme with evidence of issued Court proceedings within 7 Working Days of you raising the dispute. **my|deposits** will then wait for a Court Order before releasing the disputed money.

If evidence of issued Court proceedings is not received within the 7 Working Days, the Deposit Dispute will revert to the Scheme ADR process for resolution.

The Member may wish to resolve the dispute through the Courts rather than **my|deposits** ADR process. If the Member expresses their wishes to resolve the matter through the Courts, we will inform you of their decision.

Preparing your ADR Evidence

The my|deposits ADR service is evidence based; the higher the quality of the evidence that you supply, the more it will assist your case.

You must submit the signed tenancy agreement and everything connected to this agreement.

Some examples of other evidence you may wish to submit include:

1. Check in / check out reports (signed and dated)
2. Inventory
3. Schedule of condition
4. Photos / video (dated)
5. Invoices / receipts to prove work has been done – cleaning, dry cleaning, gardening etc.
6. Written correspondence

You should ensure that all your evidence is relevant to the case. Please ensure that any written submissions are clear, easy to understand and properly presented. The Adjudicator will analyse all evidence and submissions but may not refer to every piece of evidence submitted in the Adjudication Report. You must pay the cost of preparing and submitting your evidence to us. We reserve the right only to return original documentation to you upon prior agreement and at your written request. If we do not receive any instruction at the time of receiving your evidence, we reserve the right to destroy it. If we do agree to return your evidence you may be charged an administration fee to cover our postage and packaging costs.

FAQs and Further information

Please see our website for a range of guides and support on dispute resolution and insight into specific issues www.mydepositsjersey.je

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